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Attorneys for Defendant  
IKEA U.S. RETAIL, LLC

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ALLYZA CAHILIG, on behalf of  
herself and all others similarly situated,

Plaintiff,

v.

IKEA U.S. RETAIL, LLC, a Virginia  
limited liability company; and DOES 1  
through 100, inclusive,

Defendant.

Case No. 2:19-cv-01182-CJC (ASx)

**PROTECTIVE ORDER**

Complaint Filed: January 10, 2019

Trial Date: April 7, 2020

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1 confidential and/or proprietary information of Defendant's business policies and  
2 practices. Such materials, to the extent they are discoverable in this action, could  
3 reveal confidential information concerning: putative class members' financial  
4 information, putative class members' contact information, putative class members'  
5 personnel information, Defendant's employment practices, Defendant's business  
6 operations, Defendant's finances, Defendant's clients, Defendant's employees, and  
7 information otherwise generally unavailable to the public, or which may be  
8 privileged or otherwise protected from disclosure under state or federal statutes,  
9 court rules, case decisions, or common law.

10 (c) Due to the nature of the information described herein, putative class  
11 members' interests in their privacy and Defendant's business interests may suffer  
12 harm if such information is disclosed publicly. Potential harm that may result from  
13 the public disclosure of such information may include, but is not limited to, loss of  
14 privacy, economic losses, loss of competitive advantages, and diminution of good-  
15 will. Accordingly, to expedite the flow of information, to facilitate the prompt  
16 resolution of disputes over confidentiality of discovery materials, to adequately  
17 protect information the parties are entitled to keep confidential, to ensure that the  
18 parties are permitted reasonable necessary uses of such material in preparation for  
19 and in the conduct of trial, to address their handling at the end of the litigation, and  
20 serve the ends of justice, Defendant asserts that a protective order for such  
21 information is justified in this matter. It is the intent of the parties that information  
22 will not be designated as confidential for tactical reasons and that nothing be so  
23 designated without a good faith belief that it has been maintained in a confidential,  
24 non-public manner, and there is good cause why it should not be part of the public  
25 record of this case.

## 26 2. DEFINITIONS

27 2.1 Action: this pending federal lawsuit entitled *Cahilig v. IKEA Retail U.S.,*  
28 *LLC*, Case No. 2:19-cv-01182-CJC (ASx).

1           2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
2 information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
4 it is generated, stored or maintained) or tangible things that qualify for protection  
5 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
6 Cause Statement.

7           2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as  
8 their support staff).

9           2.5 Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL.”

12           2.6 Disclosure or Discovery Material: all items or information, regardless of  
13 the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced or  
15 generated in disclosures or responses to discovery in this matter.

16           2.7 Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
18 an expert witness or as a consultant in this Action.

19           2.8 In-House Counsel: attorneys who are employees of a party to this Action.  
20 In-House Counsel does not include Outside Counsel of Record or any other outside  
21 counsel.

22           2.9 Non-Party: any natural person, partnership, corporation, association, or  
23 other legal entity not named as a Party to this Action.

24           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
25 to this Action but are retained to represent or advise a party to this Action and have  
26 appeared in this Action on behalf of that party or are affiliated with a law firm which  
27 has appeared on behalf of that party, and includes support staff.

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2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,

1 including the time limits for filing any motions or applications for extension of time  
2 pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

5 Each Party or Non-Party that designates information or items for protection under  
6 this Order must take care to limit any such designation to specific material that  
7 qualifies under the appropriate standards. The Designating Party must designate for  
8 protection only those parts of material, documents, items, or oral or written  
9 communications that qualify so that other portions of the material, documents, items,  
10 or communications for which protection is not warranted are not swept unjustifiably  
11 within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations  
13 that are shown to be clearly unjustified or that have been made for an improper  
14 purpose (e.g., to unnecessarily encumber the case development process or to impose  
15 unnecessary expenses and burdens on other parties) may expose the Designating  
16 Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it  
18 designated for protection do not qualify for protection, that Designating Party must  
19 promptly notify all other Parties that it is withdrawing the inapplicable designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
22 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
23 Order must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,  
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
27 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
28 "CONFIDENTIAL legend"), to each page that contains protected material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
3 markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
5 need not designate them for protection until after the inspecting Party has indicated  
6 which documents it would like copied and produced. During the inspection and  
7 before the designation, all of the material made available for inspection shall be  
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
9 it wants copied and produced, the Producing Party must determine which documents,  
10 or portions thereof, qualify for protection under this Order. Then, before producing  
11 the specified documents, the Producing Party must affix the “CONFIDENTIAL  
12 legend” to each page that contains Protected Material. If only a portion or portions of  
13 the material on a page qualifies for protection, the Producing Party also must clearly  
14 identify the protected portion(s) (e.g., by making appropriate markings in the  
15 margins).

16 (b) for testimony given in depositions that the Designating Party identify  
17 the Disclosure or Discovery Material on the record, before the close of the deposition  
18 all protected testimony.

19 (c) for information produced in some form other than documentary and for  
20 any other tangible items, that the Producing Party affix in a prominent place on the  
21 exterior of the container or containers in which the information is stored the legend  
22 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
23 protection, the Producing Party, to the extent practicable, shall identify the protected  
24 portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
26 failure to designate qualified information or items does not, standing alone, waive  
27 the Designating Party’s right to secure protection under this Order for such material.  
28 Upon timely correction of a designation, the Receiving Party must make reasonable



1 efforts to assure that the material is treated in accordance with the provisions of this  
2 Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the informal dispute  
8 resolution process set forth in the Court's Procedures and Schedules. see  
9 <http://www.cacd.uscourts.gov/honorable-alka-sagar>

10 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
11 Designating Party. Frivolous challenges, and those made for an improper purpose  
12 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
13 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
14 or withdrawn the confidentiality designation, all parties shall continue to afford the  
15 material in question the level of protection to which it is entitled under the Producing  
16 Party's designation until the Court rules on the challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a  
23 Receiving Party must comply with the provisions of section 13 below (FINAL  
24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party in a  
26 location and in a secure manner that ensures that access is limited to the persons  
27 authorized under this Order.

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1           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving  
3 Party may disclose any information or item designated “CONFIDENTIAL” only to:

4           (a)     the Receiving Party’s Outside Counsel of Record in this Action, as well  
5 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
6 to disclose the information for this Action;

7           (b)     the officers, directors, and employees (including In-House Counsel) of  
8 the Receiving Party to whom disclosure is reasonably necessary for this Action;

9           (c)     Experts (as defined in this Order) of the Receiving Party to whom  
10 disclosure is reasonably necessary for this Action and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12           (d)     the court and its personnel;

13           (e)     court reporters and their staff;

14           (f)     professional jury or trial consultants, mock jurors, and Professional  
15 Vendors to whom disclosure is reasonably necessary for this Action and who have  
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17           (g)     the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information;

19           (h)     during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
21 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
22 not be permitted to keep any confidential information unless they sign the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
24 agreed by the Designating Party or ordered by the court. Pages of transcribed  
25 deposition testimony or exhibits to depositions that reveal Protected Material may be  
26 separately bound by the court reporter and may not be disclosed to anyone except as  
27 permitted under this Stipulated Protective Order; and

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1 (i) any mediator or settlement officer, and their supporting personnel, mutually  
2 agreed upon by any of the parties engaged in settlement discussions.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
4 PRODUCED IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation  
6 that compels disclosure of any information or items designated in this Action as  
7 “CONFIDENTIAL,” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification shall  
9 include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order  
11 to issue in the other litigation that some or all of the material covered by the  
12 subpoena or order is subject to this Protective Order. Such notification shall include  
13 a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued  
15 by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with  
17 the subpoena or court order shall not produce any information designated in this  
18 action as “CONFIDENTIAL” before a determination by the court from which the  
19 subpoena or order issued, unless the Party has obtained the Designating Party’s  
20 permission. The Designating Party shall bear the burden and expense of seeking  
21 protection in that court of its confidential material and nothing in these provisions  
22 should be construed as authorizing or encouraging a Receiving Party in this Action  
23 to disobey a lawful directive from another court.

24 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a Non-  
27 Party in this Action and designated as “CONFIDENTIAL.” Such information  
28 produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party that  
8 some or all of the information requested is subject to a confidentiality agreement  
9 with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
11 Order in this Action, the relevant discovery request(s), and a reasonably specific  
12 description of the information requested; and

13 (3) make the information requested available for inspection by the Non-  
14 Party, if requested.

15 (c) If the Non-Party fails to object or seek a protective order from this court  
16 within 14 days of receiving the notice and accompanying information, the Receiving  
17 Party may produce the Non-Party's confidential information responsive to the  
18 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
19 Party shall not produce any information in its possession or control that is subject to  
20 the confidentiality agreement with the Non-Party before a determination by the  
21 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
22 expense of seeking protection in this court of its Protected Material.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party’s request to file Protected Material

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1 under seal is denied by the court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 Within 30 days after the final disposition of this Action, as defined in  
5 paragraph 4, and within 30 days of a written request by the Designating Party which  
6 identifies (by category, where appropriate) all the Protected Material that is to be  
7 destroyed, each Receiving Party must return or destroy such Protected Material. As  
8 used in this subdivision, "Protected Material" includes all copies, abstracts,  
9 compilations, summaries, and any other format reproducing or capturing any of the  
10 Protected Material. Within 30 days of a written request by the Producing Party, the  
11 Receiving Party must submit a written certification to the Producing Party (and, if  
12 not the same person or entity, to the Designating Party) affirming that the Receiving  
13 Party has not retained any copies, abstracts, compilations, summaries or any other  
14 format reproducing or capturing any of the Protected Material. Notwithstanding this  
15 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
16 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
17 deposition and trial exhibits, expert reports, attorney work product, and consultant  
18 and expert work product, even if such materials contain Protected Material. Any  
19 such archival copies that contain or constitute Protected Material remain subject to  
20 this Protective Order as set forth in Section 4 (DURATION).

21 14. Any violation of this Order may be punished by any and all appropriate  
22 measures including, without limitation, contempt proceedings and/or monetary  
23 sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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3 DATED: July 3, 2019  
4

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.  
5

6 By: /s/Sarah Zenewicz  
DOUGLAS J. FARMER  
SARAH ZENEWICZ  
SEAN M. KRAMER  
Attorneys for Defendant  
IKEA U.S. RETAIL, LLC  
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10  
11 DATED: July 3, 2019  
12

LAW OFFICES OF KEVIN T. BARNES  
13

14 By: /s/Kevin T. Barnes  
Kevin T. Barnes, Esq.  
Gregg Lander, Esq.  
Attorneys for Plaintiff  
15  
16

17 Pursuant to Local Rule 5-4.3.4(a)(2), I, Sarah Zenewicz, attest that all other  
18 signatories listed, and on whose behalf the filing is submitted, concur in the filing's  
19 content and have authorized the filing.  
20

21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

22 DATED: July 8, 2019  
23

24 / s /

25 Honorable Alka Sagar  
26 United States Magistrate Judge  
27  
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of *Cahilig v. IKEA U.S. Retail, LLC*, Case No. 2:19-cv-01182-  
8 CJC (ASx). I agree to comply with and to be bound by all the terms of this  
9 Stipulated Protective Order and I understand and acknowledge that failure to so  
10 comply could expose me to sanctions and punishment in the nature of contempt. I  
11 solemnly promise that I will not disclose in any manner any information or item that  
12 is subject to this Stipulated Protective Order to any person or entity except in strict  
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this Action. I hereby appoint \_\_\_\_\_ **[print**  
18 **or type full name]** of \_\_\_\_\_ **[print or**  
19 **type full address and telephone number]** as my California agent for service of  
20 process in connection with this Action or any proceedings related to enforcement of  
21 this Stipulated Protective Order.

22 Date: \_\_\_\_\_

23 City and State  
24 where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_  
27  
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